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SUPREME COURT OF THE UNITED STATES.

No. 197.

EZEKIEL SIMPSON, PLAINTIFF IN ERROR,

vs.

THE UNITED STATES.

IN ERROR TO THE DISTRICT COURT, U. S., FOR THE NORTHERN DISTRICT OF FLORIDA.

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J. & G. S. Gideon, printers.

Writ of error.

UNITED STATES OF AMERICA, *ss:*

The President of the United States of America, to the judge of the United States district court of the northern district of the State of Florida, greeting:

Because in the record and proceedings, and also in the rendition of the judgment of a plea which [is] in the said district court before you, between the United States and Ezekiel Simpson, a manifest error hath happened, to the great damage of the said Ezekiel Simpson, as by his complaint appears; and it being fit that the error, if any there hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, you are hereby commanded, if judgment be therein given, that then, under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington, on the first Monday of December next *next*, in the said Supreme Court to be then and there held; that the records and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein, to correct that error, what of right and according to the laws and custom of the United States should be done.

Witness the honorable Roger B. Taney, chief justice of the said Supreme Court of the United States, this twenty-first day of March, in the year of our Lord one thousand eight hundred and forty-eight, and of the independence of the United States the seventy-second.

C. N. JORDAN, Clerk,

[L. S.] *Clerk of the United States district court of the northern district of Florida.*

The execution of this writ appears by the schedule hereto annexed.

C. N. JORDAN, *Clerk.*

Citation.

UNITED STATES OF AMERICA, *ss:*

To the United States of America, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at Washington on the first Monday of December next, pursuant to a writ of error filed in the clerk's office of the United States district court for the northern district court of Florida, wherein Ezekiel E. Simpson is plaintiff and you are defendant in error, to shew cause, if any there be, why the judgment in the said writ of error mentioned should not be corrected, and speedy justice should not be done to the parties in that behalf.

Witness the honorable Isaac H. Bronson, judge of the United States district court for the northern district of Florida, this 23d day of March, in the year of our Lord one thousand eight hundred and forty-eight.

I. H. BRONSON,
Judge of the dist. court of the U. S., for northern dist. of Flo.

Executed by delivering a copy of the within citation to C. C. Yonge, United States district attorney for the northern district of Florida.

Arcadia, March 25th, 1848.

ROBERT MYERS,
Marshal U. S., district Florida.

Bond.

SUPREME COURT OF THE UNITED STATES.

EZEKIEL SIMPSON
vs.
THE UNITED STATES.

Indictment for cutting timber on the lands of the United States.

Know all men by these presents, that we, Ezekiel Simpson, Joseph Forsyth, and John Hunt, are held and firmly bound unto the above named United States, in the sum of five hundred dollars, to be paid to the said United States; to which payment, well and truly to be made, we bind our ourselves, and each of us, jointly and severally, our and each of our executors and adminstrators, firmly by these presents. Sealed with our seals, and dated this 22d day of March, 1848.

Whereas, the above named Ezekiel Simpson has prosecuted a writ of error to the Supreme Court of the United States, to reverse the judgment rendered in the above entitled suit, by the United States district court for the northern district of Florida:

Now, therefore, the condition of this obligation is such, that if the above named Ezekiel Simpson, shall prosecute his said writ of error to effect, and answer all damages and costs, if he shall fail to make good his plea, then this obligation shall be void, otherwise the same shall be and remain in full force and virtue.

E. E. SIMPSON, [SEAL.]
JOSEPH FORSYTH, [SEAL.]
JNO. HUNT. [SEAL.]

Sealed and delivered in presence of—
BENJ. D. WRIGHT.
I. H. BRONSON, *witness to signature of E. Simpson.*

I approve of the foregoing bond, and of the sureties thereon.

I. H. BRONSON,
Judge of the U. S. district court, &c., &c.

Pleas in the district court of the United States for the northern district of Florida, before the honorable Isaac H. Bronson, judge of said court, at the city of Pensacola, in said district, at the March term of said court, in the year of our Lord eighteen hundred and forty-eight.

Be it remembered, that heretofore, to wit, on the third day of October, in the year of Lord eighteen hundred and forty-five, at a special term of the late superior court of the district of West Florida, in the late territory of Florida, begun and held as a district court of the United States for the said district of Florida, on the third day of October, in the county of Escambia, in said district, a grand jury were duly drawn and summoned, empannelled and sworn, to inquire in and for the body of the said district of West Florida, consisting of the following persons, to wit: M. Crupper, foreman, M. Sawyer, F. Lavellette, R. Bowman, John Wilkins, M. D. Hernandez, J. Hernandez, S. Melstead, F. De la Rua, W. Medlook, J. Osbun, W. H. Baker, E. S. Jones, Joe Castro, J. E. Caro, Felix Bonefay, Henry Becker, William Waters, C. Lopes, F. T. Commyns, F. Maura, P. Palmes, J. C. Juban. And afterwards, to wit, on the third day of November, at the same term of said court, the said grand jury came into court and presented the following bill of indictment against E. E. Simpson, endorsed "a true bill," which was then and there filed in said court, in the words and figures following, to wit:

THE UNITED STATES }
vs. }
E. E. SIMPSON. }

Cutting timber on the lands of the United States, October special term, 1845, district West Florida.

The grand jury, of and for the United States of America, empannelled and sworn to inquire in and for the body of the district of West Florida, upon their oaths present that E. E. Simpson, late of the district aforesaid, gentleman, on the first day of November, in the year of our Lord eighteen hundred and forty-three, and on divers days and times between that day and the day of finding of this inquisition, with force and arms, at township number two, in range number twenty-eight, in the county of Santa Rosa, in the district aforesaid, did cut and fell certain timber trees on lands of the United States there situate, to wit, five thousand pine trees (timber) of the value of one dollar each, then there standing and being on the lands of the United States aforesaid; the said lands being then and there other lands than lands which [in] pursuance of any law passed had before that time been reserved or purchased for the use of the United States, for the supplying or furnishing therefrom timber for the navy of the United States, with intent to dispose of the same in a manner other than for the use of the Navy of the United States, to the great damage of the said United States, contrary to the force of the statute in such case made and pro-

vided; and against the peace and dignity of the United States of America; and the grand jurors aforesaid, upon their oaths aforesaid, do further present, that the said E. E. Simpson, afterwards, to wit, on the day and year aforesaid, and other days and times aforesaid, with force and arms, in the district aforesaid, at township number two aforesaid, in range number twenty-eight, in the district and county aforesaid, did cause and procure to be cut and felled certain other timber trees on certain other lands of the United States there situate, to wit, five thousand pine trees, of the value of one dollar each, then and there standing and being on the lands of the United States; the said lands being then and there other lands than lands, which pursuant to any law passed, had before that time been reserved or purchased for the use of the United States, for the supplying or furnishing therefrom timber for the navy of the United States, with intent to dispose of the same in a manner other than for the use of the United States, to the great damage of the said United States, contrary to the form of the statute in such case made and provided, and against the peace and dignity of the United States of America.

C. C. YONGE,
U. S. attorney for West Florida.

Endorsed, a true bill.
(Signed) M. CRUPPER, *Foreman.*

And afterwards, to wit, on the fourth day of November, in the superior court aforesaid, the following proceedings were had and entries made, to wit:

UNITED STATES
vs.
E. E. SIMPSON.

Indictment.

Cutting timber on the lands of the United States.

On motion of district attorney, it is ordered, that capias be issued.

Whereupon the same was issued in the words and figures following, to wit:

UNITED STATES OF AMERICA,
District of West Florida.

Escambia county, to the marshal of West Florida, greeting:

We command you that you take E. E. Simpson, if to be found in your bailiwick, and him safely keep, so that you have his body forthwith before the honorable the judge of our said court, for the district and county aforesaid, at the court house in the city of Pensacola, to answer the United States on an indictment for cutting timber on the lands of the United States; hereof fail not, under the pain of the law, and have you then and there this writ. Witness the honorable Dillon

Jordan, judge of our said court, at the court house aforesaid, this fourth day of November, eighteen hundred and forty-five.

C. N. JORDAN, *Clerk.*

On which the following return was made, to wit: Executed on the day of , eighteen hundred and forty-five, by taking into custody E. E. Simpson.

E. DORR, *Marshal.*

And afterwards, to wit, on the fourth day of February, eighteen hundred and forty-eight, came C. C. Yonge, U. States attorney, and sued out an alias capias, in the words and figures following, to wit:

UNITED STATES OF AMERICA,
Northern district of Florida.

Escambia county, to the marshal of the United States for the northern district of Florida:

We command you, that you take the body of E. E. Simpson, if to be found in your district, and him so keep, so that you have his body before the honorable the judge of the United States district court, held for the northern district of Florida, at the court house in the city of Pensacola, on the first Monday in March next, to answer to an indictment for cutting timber on the lands of the United States; herein fail not, under pain of the law, and have you then and there this writ. Witness honorable Isaac H. Bronson, judge of the United States for the northern district of Florida, at the court house aforesaid, this fourth day of February, eighteen hundred and forty-eight, and independence of the U. States 72.

C. N. JORDAN, *Clerk.*
C. C. YONGE,
U. States Attorney.

On which the following return was made, to wit: Came to hand February the 7th, eighteen hundred and forty-eight; executed on the by taking into custody the body of E. E. Simpson.

R. MYERS,
U. S. M. N. D. Florida.
By F. T. COMMYNS, *Deputy.*

And afterwards, to wit, on the sixth day of March, in the present March term of the district court of the United States for the northern district, held at Pensacola as aforesaid, came the parties aforesaid, and the said cause; and the records and proceedings thereof having been transferred to this court by virtue of the act of Congress, entitled "An act to regulate the exercise of the appellate jurisdiction of the Supreme Court of the United States in certain cases, and for other purposes;" approved twenty-second February, eighteen hundred and forty-seven, and the said indictment and other papers therein having been filed in this court:

The said cause is thereupon docketed in this court.

And afterwards, to wit, on the seventeenth day of March, in this same term of March, the following proceedings were had, and entries made, to wit, and thereupon the following rule and the return thereon was filed in this cause:

"At a district court of the United States for the northern district of Florida, held at Tallahassee, in said district, January the fifteenth, eighteeen hundred and forty-eight.

Present, honorable Isaac H. Bronson.

UNITED STATES
vs.
E. E. SIMPSON.

Cutting timber on the lands of the United States.

It having been suggested by C. C. Yonge, esq., attorney for the United States, that this cause, which was pending in the late superior court of the western district of Florida, in and for the county of Escambia, has been transferred to this court in pursuance of the act of Congress on the twenty-second day of February, eighteen hundred and forty-seven, and that the pleadings and papers and the record of the proceedings therein have been filed with the clerk of this court, at Pensacola; and on motion of C. C. Yonge, esq., on behalf of the United States, it is ordered, that this cause be docketed in this court, and that the same stand for trial at the next term of this court, to be held in the city of Pensacola on the first Monday of March next, and that it be placed upon the trial docket accordingly; and it is further ordered, that a certified copy of this rule be served without delay upon the defendant above named, in order that he may [have] notice of the transfer of said cause, and that the same be placed upon the trial docket, to be tried at the next term of this court.

I, R. B. Smith, clerk of said court, do hereby certify, that the foregoing is a true copy from the records of this court. In witness whereof I have hereto set my hand and affixed the seal of the said court, this the eighteenth day of January, eighteen hundred and forty-eight, at Tallahassee, in the northern district of Florida.

R. B. SMITH, *Clerk*.

Which said order having been delivered to the marshal of the said district was duly returned and filed in said district court, with a return endorsed by him thereon, in the words and figures following, to wit: Came to hand seventh day of February, eighteen hundred and forty-eight; executed by leaving a copy with the defendant the twenty-second day [of] February, eighteen hundred and forty-eight.

R. MYERS, *U. S. M.*
By F. T. COMMYNS, *Deputy*.

Saturday, March the eighteenth, eighteen hundred and forty-eight.
The court met according to an adjournment.
Present, honorable Isaac H. Bronson, judge.

UNITED STATES
vs.
E. E. SIMPSON.

Indictment.

Cutting timber on the lands of the United States.

E. E. Simpson, who stands indicted for cutting timber on the lands of the United States, was led to the bar, &c., and thereupon arraigned and pleaded not guilty to the charge in the indictment; and thereupon came a jury, to wit, W. M. Richburg, John B. Griffin, Peter Souchett, Antonio Collins, M. Crupper, Martin Sawyer, T. G. Gardiner, Sebastian Caro, F. M. Maura, George Vanloon, Henry Johnson, H. A. Bright, who were duly chosen, tried, and sworn to try the issues joined in the cause; and the following witnesses were sworn and gave evidence on the part of the United States, to wit, Wyatt Franklin, E. Farrand, Thomas Mitchell, William Mitchell, Benjamin Thompson, W. B. Gains; whereupon the jury, after hearing the proofs and the arguments for the respective parties, and the charge of the court thereon, returned the following verdict, to wit: We, the jury, upon our oaths do say, we find the defendant guilty, and assess the value of the trees cut by him at sixty-one dollars.

Friday, the seventeenth day of March, eighteen hundred and forty-eight.

UNITED STATES
vs.
E. E. SIMPSON.
Indictment.

Cutting timber on the lands of the United States.

A motion having been submitted on a previous day of this term, by Messrs. Wright and Jordan, of counsel for the defendant, to stay all further proceedings and to quash the indictment in this case, on the ground, to wit, that the indictment was found in the late superior court of the district of West Florida, by a grand jury empannelled and sworn in said court, at the May term thereof, in the year of our Lord one thousand eight hundred and forty-five, being after the admission of the State of Florida into the Union; and that, therefore, the said court or grand jury thereof had no jurisdiction to find said indictment; and, second, that the act of Congress of eighteen hundred and thirty-one, under which this indictment was found, only prohibits the cutting of timber on reserved lands, and that no indictment can be maintained under it for cutting pine timber on other lands, except those reserved for the use of the navy; and the arguments of the said counsel of the defendant, as well as of the district attorney of the United States, having been heard, and due deliberation being thereupon had, it is ordered, that the aforesaid points be overruled, and that the said motion be denied.

Saturday, March the eighteenth, eighteen hundred and forty-eight.

UNITED STATES
vs.
E. E. SIMPSON.

Indictment No. 1, found at the October term, eighteen hundred and forty-five, for cutting timber on township two, range twenty-seven N. and W., tried yesterday.

And now at this day comes the parties aforesaid, that is to say, United States by district attorney, C. C. Yonge, and the said defendant in his own proper person, and by attorney; and thereupon the said C. C. Yonge, on behalf of the United States, moves for judgment and sentence upon the verdict of the jury heretofore rendered in this case; and no sufficient cause against the same being alleged or shown by the defendant, it is ordered and considered by the court, that the said E. E. Simpson be imprisoned one day; and further, that he do pay to the United States a fine of two hundred and fifty dollars, and also the cost of this prosecution, taxed at two hundred and ninety-nine dollars twenty-seven cents; and for this he be taken, &c.

And afterwards, to wit, on the same day of March, eighteen hundred and forty-eight, in open court, the same E. E. Simpson prays an appeal from this decision, judgment, and sentence of the court in this case, to the Supreme Court of the States, and it is entered accordingly.

UNITED STATES OF AMERICA,
Northern district of Florida.

In obedience to the command in this writ of error hereto annexed, I, C. N. Jordan, clerk of the district court of the U. States for the northern district of Florida, do hereby certify, that the foregoing is a true transcript and copy of the record and proceedings in a certain indictment lately pending in the said district court, wherein the United States are plaintiffs, and the said E. E. Simpson is defendant, in the said writ of error mentioned.

In witness whereof I hereunto set my hand and affixed the seal of said court, at the city of Pensacola, the 6th of April, in the [L. S.] year of our Lord eighteen hundred and forty-eight, and independence of the U. States 72.

C. N. JORDAN, *Clerk*.

Filed 4 December, 1848.

2393.

Supreme Court of the United States.

No. 17.

Nathaniel Lord. Plff in Er.

vs

John W. Veazie —

UNITED STATES OF AMERICA, SS:

THE PRESIDENT OF THE UNITED STATES,

{L. S.} To the Honorable the Judges of the Circuit Court of the United States for the District of Maine,

GREETING:

BECAUSE, in the record and proceedings, as also in the rendition of the judgment of a plea which is in the said Circuit Court, before you, between Nathaniel Lord of Bangor, in our said District, and a citizen of the State of Maine, Plaintiff, and John W. Veazie of Boston, in the Commonwealth of Massachusetts, and a citizen of said Commonwealth, Defendant in a plea of Covenant Broken, a manifest error hath happened, to the great damage of the said Nathaniel Lord as by his complaint appears.

We being willing that error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington, on the first Monday of December next, in the said Supreme Court, to be then and there held; that the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein to correct that error, what of right, and according to the laws and custom of the United States, should be done.

Witness, the Honorable Roger B. Taney, Chief Justice of the said Supreme Court, this first day of November, in the year of our Lord one thousand eight hundred and forty eight.

George F. Emery, *Clerk of the Circuit Court of the United States, for the District of Maine.*

Allowed by ASHUR WARE, *one of the Judges of said Court.*

DISTRICT OF MAINE, ss :
November 27th, 1848.

Pursuant to the foregoing Writ to us directed, we do hereby, under our seal, distinctly and openly send the record and proceedings in the suit aforesaid, with all things concerning the same, together with this writ to the Supreme Court of the United States, at Washington to be holden at the time above mentioned.

[L. S.] ASHUR WARE, *one of the Judges of the said Circuit Court.*

THE UNITED STATES OF AMERICA,

To John W. Veazie of Boston, in the Commonwealth of Masachussets, and a citizen of said Commonwealth, GREETING :

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at Washington on the first Monday of December next, pursuant to a writ of error, filed in the Clerk's Office of the Circuit Court of the United States within and for the District of Maine, wherein Nathaniel Lord of Bangor, in our said District and a citizen of the State of Maine is plaintiff in error, and you are defendant in error, to show cause, if any there be, why the judgment rendered against the said plaintiff in error as in the said writ of error mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness, the Honorable ASHUR WARE, one of the Judges of the Circuit Court of the United States for the District of Maine, this first day of November, in the year of our Lord one thousand eight hundred and forty-eight.

[L. S.] ASHUR WARE, *one of the Judges of said Circuit Court.*

I acknowledge service of this citation on the day of its date, and waive all further and different service.

JOHN W. VEAZIE,
By G. F. SHEPLEY, his Att'ny.

ASSIGNMENT OF ERRORS.

CIRCUIT COURT OF THE UNITED STATES,
First Circuit, Maine District, ss.

NATHANIEL LORD, PLAINTIFF IN ERROR,
vs.
JOHN W. VEAZIE, DEFENDANT.

On a judgment of said Circuit Court, holden at Portland, within and for the District of Maine and Circuit aforesaid, on the thirtieth day of October, by adjournment from the twenty-third day of September, A. D. 1848, wherein the said Lord is Plaintiff, and the said Veazie is Defendant.

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And the said Lord prays for a Writ of Error to issue, returnable to the Supreme Court of the United States, to be holden at Washington on the first Monday of December next, and assigns, for errors in the record of the process and judgment aforesaid, the following, to wit:

First. The Court erred in its opinion that there was no breach of the Covenant that said shares were free and clear of all incumbrances.

Second. The Court erred inasmuch as it held that said Canal and Rail Road Company had ~~not~~ the right to navigate the Penobscot River by steamboats and that the Covenant of said Veazie was not broken in this respect.

Third. The Court erred in rendering judgment for the Defendant on said agreed statement of facts—whereas they should have rendered judgment for the Plaintiff for damages and costs.

FRED. HOBBS, Counsel for the Plaintiff.

BOND.

Know all Men by these Presents: That we, Nathaniel Lord of Bangor, in the County of Penobscot, Merchant, as Principal, and ——— of said Bangor, as sureties are held and firmly bonnd unto John W. Veazie of Boston, in the County of Suffolk and Commonwealth of Massachussets, in the full and just sum of One Thousand dollars, to be paid to the said John W. Veazie, his certain attorney, executors, administrators, or assigns: to which payment well and truly to be made, we bind ourselves, and our heirs, executors, and administrators, jointly and severally, by these presents. Sealed with our seals, and dated this thirtieth day of October, in the year of our Lord one thousand eight hundred and forty eight.

Whereas lately at a term of the Circuit Court of the United States holden at Portland, within and for the District of Maine, in a suit depending in said Court, between the said Nathaniel Lord and the said John W. Veazie, judgment was rendered against the said Lord, and the said Lord having obtained a writ of error and filed a copy thereof in the Clerk's Office of the said Court to reverse the said judgment in the aforesaid suit, and a citation directed to the said John W. Veazie, citing and admonishing to be and appear at a Supreme Court of the United States, to be holden at Washington the first Monday of December next.

Now the condition of the above obligation is such, that if the said Nathaniel Lord shall prosecute said writ of error to effect, and answer all damages and costs if he fail to make his plea good, then the above obligation to be void, else to remain in full force and virtue.

NATH'L LORD, } [L. S.]
By W. S. DENNET. }
JOHN M. DONALD, [L. S.]
W. S. DENNETT. [L. S.]

Sealed and delivered in presence of JAMES MARTIN.

Approved by ASHUR WARE.

CIRCUIT COURT OF THE UNITED STATES.
September Term, 1848.

NATHANIEL LORD, VS., JOHN W. VEAZIE.

This is an action for Covenant Broken, in which the Plaintiff claims damages for breach of Covenants on the sale to him on August 1, 1848, of two hundred and fifty shares of the Capital Stock in the Bangor and Piscataquis Canal and Rail Road Company, a corporation established in Maine by an Act of 1833, for which shares he paid six thousand dollars. The general issue is pleaded and joined. The writ and pleadings may be referred to as part of the case, and are hereunto annexed marked A.

The bill of sale containing the covenants declared on is dated August 1, 1848, and is annexed marked B. A copy of Charter of said Company is annexed marked C.

Said Company was duly organized, created shares to the number of 3165 at $100 each, and issued certificates therefor, the form of which is annexed marked D; and in pursuance of the charter and organization a Rail Road was constructed from Bangor to Old Town, about 12 miles, being part of the route contemplated by the Charter, at a cost of about 360,000 dollars.

To assist in constructing said road, the Company hired of the President, Directors, &c. of the City Bank in Boston, Massachussets, from time to time, certain sums of money, and to an amount exceeding $60,000, and pledged to said Bank as collateral security therefor 430 shares of the Capital Stock of said Company. The said loans and pledges of shares were made pursuant to votes of the Directors of said Company passed Oct. 31, and Nov. 7, 1836.

No part of said loan having been paid on Oct. 7, 1842, said Company by an instrument in writing of that date, hereunto annexed marked E. undertook to convey to said City Bank, the franchise and all the property and rights of said Company, and at the same time delivered to Wm. Hales, who claimed to act as the Agent of said Canal and Rail Road Company a contract or agreement in writing, for a reconveyance of the same, a copy of which is annexed marked F. and said bank since the execution of said instrument and agreement have received the income and earnings of said Rail Road.

The only authority to make said transfer, and to receive said Contract to reconvey was derived from votes of the Stockholders of said Company passed at meetings called and held as is hereinafter recited.

By the Bye Laws of said Company there were to be eight Directors thereof five of whom were to reside in Boston and three in Maine.

By the 8th article of said Bye Laws of the Stockholders of said Company adopted August 3, 1835, and still in force, it is provided that the Secretary shall call the Meetings of the Directors

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when instructed so to do, by the President or Directors, and said meetings of Directors shall be notified by ~~having~~ a written or printed Notice at the dwelling house or usual place of abode, or business of said Directors, or by giving to each Director a verbal, or written Notice, or notifying each Director in such manner as the board shall direct, and he shall keep a full record of all meetings of said board of Directors. By the third Article of the Bye Laws, it is provided that the Annual Meetings of the Stockholders shall be held on the first Monday of July annually at such time and place as the Directors shall appoint, and shall be called by the Secretary of said Company. The stated Meetings of said Board of Directors, by a vote of the board passed August 18, 1835, were to be held on the first Monday of every month at half-past three o'clock in the afternoon, at the City Bank, until further ordered. Only one such stated meeting was held and that in the year 1837, but other Meetings of said Boston Directors were holden at other times, but the Directors residing in Maine were never notified of the time and place of said meetings in Boston, and did not attend the same. At one of said meetings held August 24, 1841 the Boston Directors chose the Secretary and other Officers ~~—~~ the Charter of said Company requiring the Directors, at meetings legally called to choose such Officers.

The Secretary chosen at said meeting of August 24, 1841, by order of the Directors in Boston notified a meeting of the Stockholders to be held at Bangor on September 20, 1841 by publishing Notices thereof in Newspapers, printed in Bangor, Maine, and in Boston, as required by the Bye Laws.

At said Meeting so called and notified, the following vote was passed:

"*Voted*; That the Rail Road and all the property, Real and Personal and all the Choses in action and also the Franchise of this Corporation with all the rights and privileges hereof be transferred and conveyed to the President, Directors and Company of the City Bank in Boston, in full discharge, payment and satisfaction of all notes and demands, held by the City Bank, against this Corporation; and James Reed, William Hales and Joshua Crane, or either of them are hereby authorized and instructed to carry this vote into effect, and in the name and behalf of this Corporation, to make, execute and deliver a good and sufficent instrument or warrantee Deed of transfer and Conveyance accordingly, and to affix the seal of this Corporation to such deed, or instrument."

"*Voted;* That said James Reed, William Hales and Joshua Crane, or either of them, be instructed at the time of conveyance by this Corporation, mentioned in the forgoing vote, to require the President, Directors and Company of the City Bank to make and deliver to this Corporation a good aud sufficient writing and Agreement by which said President, Directors and Company shall be obliged on request and payment to said City Bank of the sum of $60,000, at any time within one year from the first day of July 1841, to sell and convey to the Corporation, or to such person or

persons as this Corporation shall by any writing designate and appoint, the rail road, franchise, rights and privileges, and all the property real and personal, mentioned in the foregoing vote, all wear and tear and loss excepted, which shall have accrued prior to or during the time said City Bank shall have been in possession thereof, it being understood that said City Bank is to retain all the income and earnings of said rail road and property which may accrue during the time said City Bank shall have had possession of said rail road property.

And said Secretary, so chosen, without any time or place of meeting having been appointed by the board of directors, called a meeting of the Stockholders of said company, to be held at Bangor, in Maine, on July 4th, 1842, by publishing the same in the newspapers printed in Bangor and Boston ; at an adjournment of which meeting, held on July 12, 1842, at Bangor, the following vote was passed :

" Voted, That the power and authority given by a vote of the Stockholders, on the 20th day of September, 1841, to James Read, Wm. Hales and Joshua Crane, or either of them, to transfer and convey all the property, real and personal, and all the choses in action, and also the franchise of this Corporation, with all the rights and privileges thereof, be, and is hereby confirmed ; provided the President, Directors and Company of the City Bank will accept the same in full discharge of all their notes and demands by them held against this Corporation, amounting in the whole to upwards of $100,000, besides interest thereon ; and provided also, that the City Bank shall at the time of delivery of said deed to them duly executed, deliver to this Corporation a good and sufficient contract and agreement to sell and reconvey to this Corporation, or to such person or persons as they shall by writing appoint on the payment to said Directors and Company of the City Bank, on or before the first day of November 1842, the sum of $60,000, the rail road, franchise and privileges, and all the property, real and personal, and all the choses in action which the said Bangor and Piscataquis Canal and Rail Road Company shall convey to said President, Directors and Company of the City Bank, wear and tear excepted ; the Bank retaining all the funds they receive whilst it is in their possession, they paying the debts of the company."

It was in pursuance of the foregoing vote that said transfer was made to the City Bank, and said agreement to reconvey was delivered by said bank to said Hales, as aforesaid.

On July 30, 1846, the Legislature of Maine, by an Act of that date, granted to Wm. Moor, and Daniel Moor, jun. their associates and assigns, the sole right of navigating the Penobscot River, by boats propelled by steam, as far up as said river is navigable, which embraces the limits mentioned in the charter to the Bangor and Piscataquis Canal and Rail Road Company, and said grantees have accepted said grant, and are now navigating said river by steam boat, claiming the exclusive right so to do.

The said charter is annexed marked C. and makes part of this case.

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Before any of the improvements, or erections contemplated in said Act, were made, the said river, when unobstructed by ice, and in its ordinary flow, was navigable from Oldtown to a place called Five Island Rips, near to Mattawamkeag point, a distance of about forty-five miles with steam boats, and other boats of light draft, excepting only at a low stage of the water. The said portion of Penobscot River is above tide-water. A majority of the Stockholders of the said company from the time they commenced the construction of said road to the present time have been citizens of Massachusetts.

Now, it is agreed, first, that if in the opinion of the court, upon the foregoing statement of facts, the claim of the city bank to the franchise and property of said rail road is valid, then judgment is to be rendered for the plaintiff in the sum of $6,000 and interest from August 1, 1848, for a breach of the first covenant in said bill of sale, that the shares, property and privileges of said company were free and clear of all incumbrances.

Secondly. If in their opinion the claim of said Bank to the property, but not to the franchise of said C. and R. R. Company, is valid, then judgment is to be rendered for the plaintiff for the sum of $2000 and interest from August 1st, 1848, for the breach of the same covenant. or the Northeastern Money

Thirdly. If in their opinion said C. and R. R. Company have not a present right to navigate the waters of Penobscot River within the above limits, with steam boats, then judgment is to be rendered for the plaintiff, with interest ~~as aforesaid~~, for a breach of the second covenant, that he had such right.

Fourthly. But if the court should be of the opinion that there has been no breach of any of said covenants, then the plaintiff is to become nonsuit.

FREDERICK HOBBS,
Counsel for Nathaniel Lord.

G. F. SHEPLEY,
Counsel for J. W. Veazie.

(*A*)

THE PRESIDENT OF THE UNITED STATES OF AMERICA.

FIRST CIRCUIT OF THE UNITED STATES.

DISTRICT OF MAINE, ss:

To the Marshal of our District of Maine, or his Deputy, GREETING.

We command you to attach the goods or estate of John W. Veazie of Boston, in the Commonwealth of Massachussets, and a citizen of said Commonwealth, now Comorant at Portland, to the value of two thousand dollars, and for want thereof to take the body of the said Veazie, (if he may be found in your precinct) and him safely keep, so that you have him before our Circuit Court, next to be holden at Port-

{ L. S. }

land within and for our our District of Maine, on the twenty-third day of September current, then and there in our said court to answer unto Nathaniel Lord of Bangor, in our said District, and a citizen of the State of Maine, in a plea of Covenant Broken, for that said Veazie, at said Portland, on the first day of August last, by his certain writing, sealed with his seal, and here in court to be produced, of that date, in consideration of six thousand dollars to him in hand paid by the plaintiff, did bargain, sell and deliver to the said plaintiff two hundred and fifty shares of the capital stock of the Bangor and Piscataquis Canal and Rail Road Company, a corporation established by the laws of Maine, to have and to hold the same to the plaintiff, his executors, administrators and assigns forever, with all the rights and privileges thereto belonging; and the said defendant, by said writing, covenanted with the plaintiff, that he would warrant and defend the said shares, and all property and privileges of said corporation incident thereto, to him, his executors, administrators and assigns, and that said shares, property and privileges are free and clear of all incumbrance, and that the Stockholders of said company had the right to use the waters of the Penobscot River within the limits mentioned in the charter for the purpose of navigation and transportation by steam, or otherwise, as by the said writing more fully appears. And the plaintiff, in fact, says, that the said defendant at the time of making and sealing the writing aforesaid, had no interest. or property in said shares, property and privileges, or any part thereof; and that said company had not nor now have any right to use the waters of said Penobscot River for the purposes of navigation, or transportation by steam or otherwise, but that the exclusive right thereto had been before that time granted by an act of the Legislature of the State of Maine to other and different persons. And so the defendant, though often requested, hath not kept his covenant aforesaid with the plaintiff in this behalf made, and hath altogether denied, and yet doth deny to perform them, to the damage of the said plaintiff, as he says, the sum of ten thousand dollars, which shall then and there be made to appear, with other due damages. And have you there this writ, with your doings therein.

Witness the honorable Roger B. Taney, at Portland, the second day of Septemper, in the year of our Lord, one thousand eight hundred and forty-eight. GEO. F. EMERY, *Clerk.*

MAINE DISTRICT, }
Portland, Sept. 2, 1848. }

I hereby acknowledge service of this writ upon me, and waive all objection to the form and manner of service.

JOHN W. VEAZIE.

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CIRCUIT COURT OF THE UNITED STATES,
September Term, 1848.

NATHANIEL LORD, VS. JOHN W. VEAZIE.

And now the said Veazie craves Oyer of the said writing mentioned in the plaintiff's declaration, which is read to him in these words, viz:

"Know all men by these presents, that I, John W. Veazie, of Boston, in the Commonwealth of Massachusetts, for and in consideration of six thousand dollars to me paid by Nathaniel Lord of Bangor, in the state of Maine, do hereby bargain, sell and convey to the said Lord two hundred and fifty shares of the capital stock of the Bangor and Piscataquis Canal and Rail Road Company, a corporation established by the laws of Maine, which shares are described in certificates of said company, issued by them and numbered 6, 39, 58, 156, 157, 186, 226, 246, and 300. To have and to hold said shares with all the rights, privileges and appurtenances thereto belonging to him, said Lord, his executors, administrators and assigns forever.

And I do hereby covenant and agree to and with the said Lord, that I will warrant and defend the said shares and all property and privileges of said corporation incident thereto to the said Lord, his executors, administrators and assigns, and that the said shares, property, and privileges, are free and clear of all encumbrances; and I further covenant with said Lord, that the Stockholders of said company have the right to use the waters of the Penobscot River within the limits mentioned in their charter for the purposes of navigation and transportation by steam or otherwise.

In witness whereof, I have hereunto set my hand and seal this first day of August, A. D. 1848."

And now the said Veazie comes and defends, &c. when, &c. where, &c. and for plea says, that the plaintiff, his action aforesaid ought not to have and maintain against him because he says that always after the sealing and making of the writing aforesaid to the day of the commencement of this action, he hath fulfilled, performed and kept all and singular, the covenants, grants, agreements and contracts, on the part of him the said Veazie, to be fulfilled, performed and kept, according to the form and effect of said writing. And of this he puts himself on the country by his Attorney.

GEORGE F. SHEPLEY,
And the plaintiff doth the like.
By his Attorney: FRED. HOBBS.

(*B*)

Know all men by these presents, That I, John W. Veazie, of Boston, in the Commonwealth of Massachussetts, for and in consideration of six thousand dollars, to me paid by Nathaniel Lord of Bangor, in the State of Maine, do hereby bargain, sell and convey to the said Lord, two hundred and fifty shares of the capital stock

of the Bangor and Piscataquis Canal and Rail Road Company, a corporation established by the laws of Maine ; which shares are described in certificates of said company, issued by them and numbered 6, 39, 58, 156, 157, 186, 226, 246, and 300.

To have and to hold said shares with all the rights, privileges, and appurtenances thereto belonging, to him said Lord, his executors, administrators and assigns forever.

And I do hereby covenant and agree to and with the said Lord, that I will warrant and defend the said shares, and all property and privileges of said corporation, incident thereto to the said Lord, his executors, administrators and assigns ; and that the said shares, property and privileges are free and clear of all incumbrances ; and I further covenant with said Lord, that the Stockholders of said company have the right to use the waters of the Penobscot River within the limits mentioned in their charter, for the purposes of navigation and transportation by steam or otherwise.

In witness whereof, I have hereunto set my hand and seal this first day of August, A. D. 1848. JOHN W. VEAZIE, (L.S.)

In presence of
The words " incident thereto" being first interlined.
Witness, JAMES MARTIN.

(*C*)

AN ACT to incorporate the Bangor and Piscataquis Canal and Rail Road Company, passed 1833.

SEC. 1. *Be it enacted by the Senate and House of Representatives, in Legislature assembled*, That Moses Greenleaf, Henry W. Fuller, Benjamin P. Gilman, Joseph Lee, Francis Brown, Ebenezer Greenleaf, Stephen Palmer, David Shepherd, Mark G. Pitman, and Henry K. Adams, their associates, successors and assigns, be, and they hereby are, made a body politic and corporate, by the name of the Bangor and Piscataquis Canal and Rail Road Company, and shall so continue for the term of fifty years ; with all the powers and privileges incident to similar corporations, so far as may be necessary to carry into effect all the purposes of this Act.

SEC. 2. *Be it further enacted*, That the powers of said company shall, except at any legal meeting thereof, be vested in a board of not less than five directors, one of whom shall be President, and a majority of whom shall be a quorum. The Directors may be chosen at the first meeting of the company, and afterwards shall be chosen annually, at such time as their by-laws may determine, and as also all other officers, shall, unless sooner removed, hold their offices for one year, and until others are chosen and qualified in their stead.

SEC. 3. *Be it further enacted*, That the Directors shall annually elect a President, and may elect a Vice President, Secretary, Treasurer, and any other officers, as their by-laws may prescribe, and may also remove them at pleasure, and fill all vacancies

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in the board of Directors, and any other offices; and limit and direct the exercise of their powers.

SEC. 4. *Be it further enacted*, That said company may survey, lay out and mark, construct, alter, maintain, improve, enlarge, repair and rebuild a rail road or roads, with one or more sets of rails or tracks, with all suitable bridges, viaducts, turn-outs, culverts, drains and all other necessary appendages, to form a line of communication from any place or places on or near the tide-waters of the Penobscot river, in the town of Bangor, or any other place on said tide-waters, to any or all of the quarries or natural deposites of slate in the town of Williamsburg, either by a continued line of rail road, or by interrupted lines connecting with any other natural or artificial communication: *provided* that they shall not connect their rail-roads with any other artificial communication without the consent of the proprietors thereof; and they may also, either by continued or interrupted lines, construct branches to extend their line of communication to any town or place on or near the waters of the Piscataquis, Sebec, or Pleasant rivers, or their respective branches; and to any other place or places in the counties of Penobscot or Somerset, lying west of Penobscot river, or north of the waters of Pleasant river. And when they shall have finally surveyed and adopted any section or division of their line or lines of communication, they shall deposite in the office of the Clerk of the Judicial Courts in the county wherein the same lies, a description of the same, which said Clerk shall cause to be recorded and kept as other public records of like nature.

And, for the purposes aforesaid, and for the convenient accommodation of said Rail-roads and their appurtenances, and of the persons and property which may be transported thereon or connected therewith, the said Company may enter upon, take, use and occupy any lands or other real estate which they shall find necessary; and they shall also have right to take, remove and use, for the construction and repair of said rail roads and appurtenances, any earth, gravel, stone, timber, or other materials, on or from the land so taken: *Provided*, however, that said land so taken shall not exceed four rods in width, except where greater width is necessary for the purpose of excavation or embankment; and *provided*, also, that, in all cases, said Company shall pay for all such lands, estate or materials, so taken and used, such price as they and the respective owners thereof may mutually agree on; and in case the parties shall not otherwise agree, then the said Company shall pay such damages as shall be ascertained and determined by the County Commissioners, in the same manner, and under the same conditions and limitations, as are by law provided in the case of damages by the laying out of highways; but this grant shall be void except as to such parts of said rail roads or lines of communication as shall be commenced within six years from the passing of this Act, and completed within ten years thereafter. And if the estate of said Company, in its corporate capacity, shall not be sufficient to satisfy such damages, then the several stockholders, each in pro-

portion to his respective number of shares, shall be personally liable for the deficiency.

SEC. 5. *Be it further enacted*, That said Company shall have power to construct and carry their rail roads on, over or across any rivers, streams, bridges, roads, highways, or other roads or ways, and construct any bridges or viaducts over or under the same; and may raise or lower any public or private road or highway; and, for the purpose of convenience in constructing or repairing the same, may, for a time, turn any stream or water course; but, in all such cases, they shall, as soon as may be, restore such stream or water course to its former passable state, as near as may be, and leave such road or highway in a safe and passable state; and shall, at all reasonable times, maintain and keep in repair, all bridges or viaducts constructed by them over or under such road or highway; and shall pay all damages, if any there be, to any party injured; to be ascertained as in this Act provided in cases of damage by taking land or materials. And they shall in no case construct or carry their road or other works on, over or across any other road or highway in such manner as to prevent, interrupt or impede the travel or transportation thereon; nor shall any other road or works be authorized or allowed to occupy the ground which may be finally adopted by said Company for their road or other works, in such manner as to prevent, interrupt or impede the construction, repair and maintenance of said rail roads or other works, or the access to, travel, transportation or deposit thereon.

SEC. 6. *Be it further enacted*, That said Company may construct any canals, locks, dams, sluices, inclined planes, machines, booms, or other works which they may judge necessary to improve or facilitate the transportation or communication by water, on the Dead Stream, Sebec, or Pleasant rivers, or on any of the branches or waters thereof; and they may use any of the natural lakes, ponds or waters thereof, as parts of their lines of communication: *Provided*, That this shall not be taken or construed so as to obstruct or prevent any other person or persons from making any lawful use of the same lakes, ponds or waters: nor to authorize said Company to construct any Canal in any place westward of the waters of Pleasant river. And all such canals, locks, dams, sluices, inclined planes, machines, booms, or other works, shall be considered as parts of, and pertaining to, the rail roads or lines of communication of said Company; and they shall enjoy the same rights, powers and privileges, and be subject to the same conditions and liabilities in relation thereto, as are in this Act provided in relation to said rail roads or their appurtenances.

SEC. 7. *Be it further enacted*, That said Company shall have power to unite their rail roads, or any branches or parts thereof, with those of any other rail road or canal company, at such points in said counties, and on such terms and conditions as the parties interested may mutually agree on.

SEC. 8. *Be it further enacted*, That said Company may procure, purchase and hold in fee simple, improve and use for all

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purposes of business to be transacted on or by means of said rail roads, canals, or other works, any steam or other engines or machines, horses, cars, or other carriages, boats or other vehicles, lands or other real estate, and the same may manage, sell or otherwise dispose of, as they may see fit; they may also regulate and determine the kind and number of carriages or vehicles which may be used on their roads, canals or other works;—the mode of propelling them; the times and rates of speed of their movements; and the conditions on which the same may be used on said roads, canals or other works, and persons and articles of any kind be conveyed on the same: *Provided*, That they shall not be repugnant to the laws of the State.

Sec. 9. *Be it further enacted*, That all damages claimed or adjudged for the taking and use of any materials, land or other estate by virtue of this Act, shall be estimated according to the value which they possessed independently of the effect of this Act; and any value which may, by the effect of this Act, be adjudged to be added to the value of any estate, shall be considered and allowed in offset to any damage adjudged to be done to the same estate, so far as to the amount of such damage, but no farther. And, in all legal proceedings, this Act shall be taken and considered to be a public Act.

And when the lands or other estate of any infant, or person non compos mentis, shall be taken or damaged for the purposes of this Act, the guardian of such infant or person may settle, commute, release and discharge all damages or claims for damage in relation thereto.

Sec. 10. *Be it further enacted*, That if any person shall knowingly and wilfully commit any act by which any part of said rail roads, or of the appurtenances or property of said Company shall suffer damage or impediment, or by which the use, improvement, transit or deposit of any property passing or to be transported on any part of said rail roads or lines of communication shall be prevented or impeded, or such property injured or destroyed, the person so offending shall pay treble damages to all parties injured.

Sec. 11. *Be it further enacted*, That the capital stock of said Company may consist of three hundred thousand dollars, and shall be divided into shares of one hundred dollars each, to be holden and considered as personal estate; and each share shall entitle the owner thereof to one vote, and as many votes as he has shares; and he may vote, either in person or by proxy, in all meetings of the Company; and all questions shall be determined by the majority of votes present, in person or by proxy, at any meetings. And if the Directors shall find that said amount of capital stock shall not be sufficient to complete all the purposes authorized by this Act, they may, by the creation of additional shares of like amount, increase their capital stock to such sum as they may deem necessary to complete said purposes; and the holders of the original shares shall severally have right to subscribe for and hold such additional shares in proportion to the number of original shares by each res-

pectively holden; or they may be otherwise disposed of, as the majority of the Company, at any legal meeting, may determine.

SEC. 12. *Be it further enacted*, That the President and Directors shall from time to time, prescribe the form of the evidence or certificates of shares, and the manner and conditions of transferring the same; and all certificates or other evidence of shares and of transfers of the same, shall be recorded on the books of the Company; and no transfer of shares shall be deemed complete, and valid as against creditors, until the evidence thereof shall be filed with the recording officer of the Company. All shares shall be liable to all legal process, in the same manner as shares in turnpike or bridge corporations are by law liable.

SEC. 13. *Be it further enacted*, That the President and Directors may, from time to time, make and prescribe the amount of assessments to be paid on each share, and the time and manner of payment; but they shall in no case make assessments greater than, with all preceding assessments, shall be sufficient to make up in the whole the sum of one hundred dollars on each share; and in case the assessments due on any share shall not be paid within ninety days from the time of such reasonable notice as shall be prescribed in the by-laws, then such share, with all the sums and assessments which shall previously have been paid thereon, shall be forfeited to the use of the Company, and may be sold at public auction, or otherwise disposed of, as the Company shall see fit.

SEC. 14. *Be it further enacted*, That said Company shall have power, from time to time, to establish, alter, demand, collect and receive such rates of tolls for the right or permission of persons, goods, wares, merchandize, or any articles to use, pass or be transported on said rail roads, canals, locks, sluices or inclined planes, or on any parts or branches thereof; and they may graduate, commute and regulate the same from time to time as they see fit; and they shall have a lien on all articles transported on said roads, canals or other works, for the payment of all tolls and expenses of transportation: *Provided*, *however*, That the rates of said tolls shall be so graduated as not to exceed an average rate of twenty cents per ton per mile for any distance of five miles, nor an average of fifteen cents per ton per mile for the whole length of said roads: And *provided* also, that at any time after ten years from the completion of said roads, the Legislature may reduce or increase said rates of toll at its pleasure.

And when said rail roads or other works shall be completed and in operation, the Treasurer of said Company shall, on or before the first day of February then next, and also annually thereafter, deposit in the office of the Secretary of State, a true statement, under oath or affirmation, of the amount of capital stock paid in, expenditures, debts, and pecuniary liabilities of said Company, and of the nett proceeds of said tolls, for the time of year preceding: and in default thereof shall pay, to the use of the State, such penalty, not exceeding five hundred dollars, as the Supreme Judicial Court may determine. And the books, accounts, and records of

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the Company shall at all times be open to the inspection of any committee appointed by the Legislature to examine the same.

SEC. 15. *Be it further enacted*, That nothing in this Act contained shall be taken or construed to prevent the Legislature at any time from incorporating or authorizing any other rail road or canal company, to construct any rail road, canal or other works similar to those allowed to said Company to construct, nor to prevent any County Commissioners, or Selectmen of towns from laying out any public or private road or way.

(*D*)

No. 264. BANGOR AND PISCATQUIS (Shares) CANAL AND RAILROAD COMPANY.

Bangor and Piscataquis Canal and Rail Road Company.

Be it known, That is a Subscriber for and Proprietor of Shares in the Capital Stock of the Bangor and Piscataquis Canal and Railroad Company, subject to such assessments as may be legally made thereon, and to such conditions as are contained in the Act of Incorporation and the By-laws; the same being transferable by an assignment thereof on the books of the Company, or by any assignment in writing, and recorded on the said books; and the Treasurer on the receipt of such assignment, together with this Certificate, will issue a new Certificate or Certificates, according to the interest of the parties.

Bangor and Piscataquis Canal and Rail Road Company.

Dated at Bangor this day of in the year of our Lord one thousand eight hundred and

ELIPHALET WILLIAMS,
President.

JOHN BOARDMAN,
Treasurer.

Bangor and Piscataquis Canal and Rail Road Company. INCOR. 1833.

In consideration of dollars, to paid hereby sell and assign to the within named Shares of the Capital Stock of the Bangor and Piscataquis Canal and Rail Road Company.

Dated at this day of in the year of our Lord one thousand eight hundred and

Signed and delivered
in presence of

(*E*)

At a meeting of the Stockholders and members of the Bangor and Piscataquis Canal and Rail Road Company, held at the Bangor House, in Bangor, on Monday the 20th of September, 1841, it was

Voted, That the rail road and all the property, real and personal, and all choses in action, and also the franchise of this Corporation, with all the rights and privileges thereof be transferred and conveyed to the President, Directors and Company of the City Bank in Boston, in full discharge, payment and satisfaction of all notes and demands held by said City Bank against this Corporation and James Read, William Hales and Joshua Crane, or either of them, are hereby authorized and instructed to carry this vote into effect, and in the name and behalf of this Corporation, to make, execute and deliver a good and sufficient instrument or warrantee deed of transfer, and convey over accordingly, and to affix the seal of this Corporation to such instrument or deed. *Voted*, That the said James Reed, William Hales and Joshua Crane, or either of them, be instructed at the time of conveyance by this Corporation mentioned in the foregoing vote, to require the President, Directors and Company of the City Bank, to make and deliver to this Corporation a good and sufficient writing and agreement, by which said President, Directors and Company shall be obliged on request and on payment to said City Bank of the sum of sixty thousand dollars, at any time within one year from the first day of July A. D. one thousand eight hundred and forty one, to sell and convey to this Corporation, or to such person or persons as this Corporation shall by any writing designate and appoint, the rail road, franchise, rights and privileges, and all the property, real and personal, mentioned in the foregoing vote (all wear, tear and loss excepted, which shall have accrued prior to or during the time said City Bank shall have been in possession thereof).

It being understood that said City Bank is to retain all the income and earnings of said rail road and property which may accrue during the time said City Bank shall have had possession of said rail road and property.

Voted, That all committees appointed prior to this day in relation to the subject of the foregoing votes, are hereby discharged.

Voted, That Elbridge Harris, be, and he is hereby directed to retain in his hands all the money which he now has, and all he may receive from the earnings of the road prior to the transfer of the property to the City Bank, according to the foregoing votes, for the purpose of paying all claims that may now exist, or that may hereafter arise against the Corporation, excepting said debts to said City Bank, or the present Stockholders, as such, and after paying all such claims, to hold the balance (if any thing remain) subject to the future disposal of said Stockholders, or else that said City Bank assume the payment of all said claims now existing, or which

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may arise against said Corporation, and take the funds now in the hands of said Harris at the option of said City Bank.

A true copy from the Records :

ELBRIDGE HARRIS, *Secretary.*

Received Nov. 13, 1843, 3 P. M.

Entered and compared by

JEFFERSON CHAMBERLAIN, *Register.*

Know all men by these presents, That the Bangor and Piscataquis Canal and Rail Road Company, a Corporation duly established by the laws of the State of Maine, for and in consideration of one hundred thousand dollars paid to said Bangor and Piscataquis Canal and Rail Road Company, by the President, Directors and Company of the City Bank at Boston, a Corporation duly established by the laws of the Commonwealth of Massachusetts, the receipt of which is hereby acknowledged, do, by these presents, grant, sell, transfer, convey, remise, release and forever quit claim unto the said President, Directors and Company of the City Bank, their successors and assigns, all the right, title and interest which the said Bangor and Piscataquis Canal and Rail Road Company have in and to all and singular, the following parcels of land and real estate, situated in the County of Penobscot and State of Maine, namely : A certain lot of land conveyed to said Rail Road Company by Thomas Drew, Benjamin G. Campbell, Preserved B. Mills, by their deed entered with the Records for deeds for the County of Penobscot, in said State of Maine, book 65, page 402. *Also*, a lot of land conveyed to said Rail Road Company by Benjamin G. Campbell and Preserved B. Mills, by their deed entered with the Records for deeds in said County, book 65, page 404. *Also*, a piece of land conveyed to said Rail Road Company, by Nathan B. Wiggin, by his deed entered with the Records for deeds for said County, volume 93, page 211. *Also*, a certain lot or parcel of land conveyed to said Rail Road Company, by Andrew Wiggin, by his deed entered with the Records for deeds for said County, book 69, page 205. *Also*, a lot of land conveyed to said Rail Road Company, by Erastus N. Torry and James M. Torry by their deed entered with the Records for deeds in said county, book 65, page 446. *Also*, a lot of land conveyed to said Rail Road Company, by Nathaniel Harlow and Reuben Bagley, by their deed entered with the deeds in the Registry for said county, volume 91, page 486—A lot of land conveyed to said Rail Road Company, by Nathaniel Harlow, by his deed entered with Records for deeds for said county, book 68, page 524. *Also*, a lot of land conveyed by Thomas Drew to said Rail Road Company, by his deed entered with the Records for deeds in said county, book 68, page 57. *Also*, a lot of land conveyed to said Rail Road Company, by Hiram Sands, by his deed entered with the Records for deeds in said county, book 65, page 406. *Also*, a lot of land conveyed to said Rail Road Company, by Robert R. Haskins, Romulus Haskins and Jotham Parsons, by their deed entered with

the Records for deeds for said county, book 66, page 516. *Also*, a parcel or lot of land conveyed to said Rail Road Company, by Elijah Low, by his deed entered with the Records for deeds for said county, volume 91, page 362. *Also*, a lot the right of way on and over which was conveyed to said Rail Road Company, by Thomas Drew, by his deed entered with the Records for deeds for said county, volume 90, page 433. *Also*, a lot of land conveyed to said Rail Road Company, by Mark Grafton and George S. French, by their deed entered with the Records for said county, volume 90, pages 1 and 2. *Also*, a lot of land conveyed to said Rail Road Company, by Israel W. Spilman and Thaddeus Nichols, jun. by their deed entered with the Records for said county, volume 107, page 46, and also by a deed of Elisha H. Allen, entered with the Records for deeds for said county, vol. 107, page 45. *Also*, certain lots of land conveyed to said Rail Road Company, by Mary Pike, Samuel B. Stone, Sarah J. Stone, Roger S. Howard, Martha P. Howard, Mary B. Pike and John Pike, by their deed entered with the Records for deeds for the county aforesaid, vol. 85, page 21. *Also*, certain lots of land conveyed to said Rail Road Company, by Benjamin Wyatt, by his deed entered with the Records for deeds for said county, vol. 84, page 317. *Also*, a certain lot of land conveyed to said Rail Road Company, by Edward A. Emerson and Joseph Williamson, by their deed entered with the Records for deeds for said county, book 74, page 267. *Also*, a certain tract or parcel of land conveyed to said Rail Road Company, by Asa Davis, Benjamin F. Adams, Edward F. Bagley, and Isaac T. Stevens, by their deed entered with the Records for deeds for said county, vol. 93, page 212. *Also*, a strip of land conveyed to said Rail Road Company, by Paul R. Barker and Freeman Weeks, by their deed entered with the Records for deeds for said county, book 73, page, 112. *Also*, a strip of land conveyed to said Rail Road Company by said Horatio Beale and Charles Beale, by their deed entered with the Records for deeds for said county, book 70, page 456. *Also*, a strip of land conveyed to said Rail Road Company, by Thomas Child, by his deed entered with the Records for deeds for said county, vol. 93, page 437. *Also*, a strip of land conveyed to said Rail Road Company, by Samuel Eastman, by his deed entered with the Records for deeds in said county, book 72, page 184. *Also*, a tract of land conveyed to said Rail Road Company, by John Ham, by his deed entered with the Records for deeds for said county, book 92, page 110. *Also*, a strip of land conveyed to said Rail Road Company, by Joseph Kendrick and Edward A. Emerson, by their deed entered with the Records for deeds for said county, vol. 95, page 10. *Also*, a piece of land conveyed to said Rail Road Company, by Ford Whitman and Isaac S. Whitman, by their deed entered with the Records for deeds for said county, vol. 91, page 255. *Also*, a strip of land conveyed to said Rail Company, by William Lowder, William Lowder, jun., Jonathan Lowder and Samuel Lowder 2d, by their deed entered

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with the Records for deeds for said county, vol. 91, page 360. *Also*, a strip of land on which a right of way was released to said Rail Road Company, by Benj. Bussy, by his deed entered with the Records for deeds for said county, vol. 91, page 303. *Also*, a lot in which a right was conveyed to said Rail Road Company, by Thornton McGaw, by his deed entered with the records for deeds for said county, book 66, page 518. *Also*, a strip of land conveyed to said Rail Road Company, by John T. Goddard and Charles W. Cutter, by deed entered with the records for deeds for said county, book 73, page 176. *Also*, a strip of land conveyed to said Rail Road Company, by Stephen Giddings and Joseph Ham, by their deed entered with the records for deeds for said county, book 69, page 518. *Also*, a strip of land conveyed to said Rail Road Company, by Silas Alden, by his deed entered with the records for deeds for said county book 72, page 137. *Also*, a certain lot of land in which a right was conveyed to said Rail Road Company, by Nathaniel Wilson, by his deed entered with the records for deeds for said county, vol. 92, page 433, and also by the deed of Robert Averill, entered with the records for deeds for said county, book 92, page 434. *Also*, a strip of land conveyed to said Rail Road Company, by Jesse B. Howard, by his deed entered with the records for deeds for said county, book 75, page 28. *Also*, a strip of land conveyed to said Rail Road Company, by Moses Averill, by his deed entered with the records for deeds for said county, vol. 90, page 122. *Also*, a parcel o. land in which a right of way and a right to build was conveyed to said Rail Road Company, by William Jameson, by his deed entered with the records for deeds for said county, book 94, page 109. *Also*, a lot of land conveyed to said Rail Road Company, by Waldo T. Peirce and Hayward Peirce, by their deed entered with the records for deeds for said county, book 67, page 451. *Also*, all the right, title and interest said Rail Road Company have in and to land conveyed to them by William Jameson, by their deed entered with the records for said county, vol. 94, page 244. *Also*, all the right, title and interest which said Rail Road Company have in and to a certain strip of land conveyed to them by Joseph C. Lovejoy, by his deed entered with the records for deeds for said county, book 65, page 551. *Also*, all the right, title and interest which said Rail Road Company have in and to a lot of land conveyed to them by Horace Broad, by his deed entered with the records for deeds for said county, book 75, page 452. *Also*, all the right, title and interest which said Rail Road Company have in and to lands conveyed to them by Benj. H. Cheever, entered with the records for said county, book 92, page 47. *Also*, all the right, title and interest which said Rail Road Company have in and to land conveyed to them by George W. Cummings, Hiram Smith and Theodore H. Dillingham, by deed entered with the records for deeds for said county, vol. 97, page 65. *Also*, all the right and privilege acquired by said Rail Road Company, by the deed of Joseph Smith, entered with the records for deeds for said coun-

ty, book 75, page 294. *Also*, all the right and privilege acquired by said Rail Road Company, by deed of Daniel J. Perley, by his deed entered with records for deeds for said county, book 75, page 450. *Also*, all the right, title and interest which said Rail Road Company, have in and to real estate conveyed to them by Joseph Y. Bakeman, by deed entered with the records for said county, book 73, page 314. *Also*, all the right, title and interest which said Rail Road Company have in and to land conveyed to them by Ira Wadleigh, by his deed entered with the records for deeds for said county, book 74, page 413. *Also*, all the right, title and interest which said Rail Road Company have in and to certain real estate conveyed to them by Ira Wadleigh, by his deed entered with the records for deeds for said county, vol. 90, page 218. *Also*, all the right, title and interest which said Rail Road Company have in and to certain real estate, conveyed to them by Waldo T. Peirce and Hayward Peirce, by their deed entered with the records for deeds for said county, book 69, page 415. *Also*, all the right, title, and interest which said Rail Road Company have in and to a certain tract of land, conveyed to them by George W. Cummings and Theodore H. Dillingham, by their deed entered with the records for said county, book 69, page 370. *Also*, all the right, title and interest which said Rail Road Company have in and to a certain parcel or piece of land conveyed to them by William H. Smith and Stephen Smith, by their deed entered with the records for deeds for said county, book 72, page 349. *Also*, all the right, title and interest which said Rail Road Company acquired in and to certain lands by a deed from Orono Company, entered with the records for deeds for said county, vol. 94, page 106. *Also*, all the right, title and interest which said Rail Road Company have in and to a certain parcel of land by reason of a deed to them and their successors from Sylvanus L. Mitchell, Nathan D. Hyde and James T. Hobart, entered with the records for deeds for said county, vol. 94, pages 96 and 98. *Also*, all the right, title and interest which said Rail Road Company have in and to a certain lot of land conveyed to them by Hiram Jones, by his deed entered with the records for deeds for said county, vol. 106, page 355. *Also*, all the right, title and interest which said Rail Road Company have in and to a piece of land conveyed to them by Nathaniel Harlow, by his deed entered with the records for deeds for said county, vol. 101, page 362. *Also*, all the right, title and interest which said Rail Road Company have in and to a certain piece of land conveyed to them by Thomas B. Brown, by his deed entered with the records for deeds for said county, vol. 100, page 518. *Also*, all the right, title and interest which said Rail Road Company have in and to a certain piece of land conveyed to them by Nathaniel Harlow, by his deed entered with the records for deeds for said county, vol. 100, page 516. *Also*, all the right, title and interest which said Rail Road Company have in and to a certain lot of land conveyed to them by Benjamin B. Campbell and Preserved B. Mills, by their deed entered with the records for deeds for

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said county, vol. 94, page 458. *Also*, all the right, title and interest which said Rail Road Company have in and to a certain piece of land conveyed to them by Thomas Drew, by his deed entered with the records for deeds for said county, vol. 94, page 99, and reference is hereby made to the records of said several deeds for a description of the several parcels of land thereby respectively conveyed and above mentioned and referred to. And said Bangor and Piscataquis Canal and Rail Road Company doth also hereby grant, sell, transfer and convey their Rail Road, and all the property, real and personal, and all the choses in action, and also the franchise of the Corporation with all the rights and privileges thereof, together with all the rights and privileges to said Bangor and Piscataquis Canal and Rail Road Company, granted by the government of the State of Maine, by their act of incorporation, or by them acquired since the granting of said act to the said President, Directors and Company of the City Bank at Boston, in the Commonwealth of Massachusetts, and their successors and assigns. Meaning and intending here to grant, convey, sell and assign the principal Rail Road leading from Bangor to Orono, of which a plan has been deposited with the clerk of the county commissioners for said county of Penobscot, and all the branches and turn-outs thereon, and all the which have been purchased and conveyed to said Bangor and Piscataquis Canal and Rail Road Company, and all the rights of way, and privileges which have been set off to or in any way acquired by said Corporation, and all the iron and materials of which said road is made, and which is now on hand for the repairs thereof. *Also*, the depots, merchandise and other ware-houses, shops and other buildings. *Also*, all the engines, tenders, or other machines, and also the merchandise, passenger, and other Cars, furniture of the depot office, and all other furniture. Also, all the tools used in the different shops belonging to said Corporation, together with all and singular every other kind of property of whatever the same may consist, or wherever the same may be situated, now belonging to said Bangor and Piscataquis Canal and Rail Road Company. *Also*, all sum and sums of money now due and owing or belonging to said Bangor and Piscataquis Canal and Rail Road Corporation to the said President, Directors and Company of the City Bank, their successors and assigns. To have, hold and enjoy the same to the said President, Directors, and Company of the City Bank, their successors and assigns to their own use forever, without any account thereof, or the proceeds thereof to be rendered to the Bangor and Piscataquis Canal and Rail Road Company.

In testimony whereof, the said Bangor and Piscataquis Canal and Rail Road Company, on this seventh day of October, in the year of our Lord eighteen hundred and forty-two, have hereunto subscribed the name and affixed the seal of their said Corporation by James Reed, William Hales and Joshua Crane, who have been authorized therefor by the vote or votes of said Bangor and Piscataquis Canal and Rail Road Company, copies of which are here-

to annexed, to be recorded herewith. Signed, sealed and delivered in presence of George Morey.

Bangor and Piscataquis Canal and Rail Road Company.

By James Reed,
Wm. Hales, (L. S.)
Joshua Crane,

Suffolk, ss. Boston, Oct. 7, 1842. Then personally appeared the above named James Reed, William Hales and Joshua Crane, and acknowledged the above Instrument to be the free act and deed of the Bangor and Piscataquis Canal and Railroad Company. Before me, Geo. Morey, *Justice of the Peace.*

Received Nov. 13, 1843, 3h. P. M. Entered and compared.

By Jefferson Chamberlain, *Register.*

STATE OF MAINE.

Penobscot, ss. *Bangor Registry Office,* Sept. 28, 1847.

The foregoing are copies from the records for deeds for said county, vol. 143, pages 285, 286, 287, 288, 289, 290, 291, 292, 293 and 294, and compared.

By Jefferson Chamberlain, *Register.*

(*F*)

The President, Directors and Company of the City Bank.

Directors' Meeting, Oct. 7, 1842.

Voted, That Charles W. Cartwright, be authorized and empowered to subscribe the name and affix the seal of this Corporation to an agreement in writing, binding this Corporation at any time within one year, to sell and reconvey to the Bangor and Piscataquis Canal and Rail Road Company, on the payment of sixty thousand dollars, the Rail Road franchise, privileges and all the property which shall or may be conveyed by said Company to this Corporation, by any deed this day or at any time hereafter executed.

A true copy from the Records.

Attest: E. Williams, *Clerk.*

Wi.
C. W. C.
S. L. A
W. T. A.
W. E.
D. C.

To all persons to whom these presents shall come, the President, Directors and Company of the City Bank at Boston, a Corporation duly established by the laws of the Commonwealth of Massachusetts, send greeting.

Whereas, the Bangor and Piscataquis Canal and Rail Road Company, a Corporation duly established by the laws of the State of Maine, have by deed of even date, with these presents, conveyed and transferred all and singular, the several parcels of real estate conveyed to them as is in said deed mentioned, their Rail Road

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and all the property, real and personal, and all the choses in action, and also the franchise of said Corporation, with all the rights and privileges thereof to the said President, Directors and Company of the City Bank-

And whereas, the said President, Directors and Company of the City Bank have accepted the same in full discharge and satisfaction of all their notes and demands by them held against said Bangor and Piscataquis Canal and Rail Road Company, amounting in the whole to upwards of a hundred thousand dollars, besides interest thereon.

Now therefore know ye that the said President, Directors and Company of the City Bank do hereby covenant and agree to and with the said Bangor and Piscataquis Canal and Rail Road Company to resell and reconvey to them the said Bangor and Piscataquis Canal and Rail Road Company, or to such person or persons as they shall by writing, appoint, on the payment to said President, Directors and Company of the City Bank, on or before the first day of November, in the year eighteen hundred and forty-two, of the sum of sixty thousand dollars, the rail road franchise and privileges, and all the property real and personal, and all the choses in action, which said Bangor and Piscataquis Canal and Rail Road Company had conveyed to said President, Directors and Company of the City Bank, by their deed of even date herewith, wear, tear and loss excepted. It being understood and agreed that said President, Directors and Company of the City Bank, shall retain to their own use and without rendering any account thereof, all the nett, earnings and income of said Rail Road and property during the time they shall be the owners thereof.

In testimony thereof, the said President, Directors and Company of the City Bank, have hereunto on the seventh day of October A. D. 1842, subscribed the name and affixed the seal of their Corporation by Charles W. Cartwright, the President thereof, who has been duly authorized by the vote of the Directors of said City Bank therefor. Signed, sealed and delivered in presence of Geo. Morey.

President, Directors and Company of City Bank.

By CHARLES W. CARTWRIGHT, *President.* (L. S.)

SUFFOLK, ss. Oct. 7, 1842. Then personally appeared the above named Charles W. Cartwright, and acknowledged the foregoing instrument to be the free act and deed of the President, Directors and Company of the City Bank.

Before me, GEORGE MOREY, *Justice of the Peace.*

PENOBSCOT, ss· Nov. 16, 1847, 12h. M. Recorded in volume 181, page 1 of Deeds, and compared.

By JEFFERSON CHAMBERLAIN, *Register.*

(G)

Be it enacted by the Senate and House of Representatives in Legislature assembled, as follows :

SEC. 1. William Moor and Daniel Moor, jun., their associates and assigns, are hereby authorized to improve the navigation of the Penobscot river, above Oldtown, and for this purpose are authorized to deepen the channel thereof, to cut down and remove and gravel a ledge-bars, rocks, or other obstructions in the bed thereof, to erect in the bed upon the shore or bank of said river suitable dams and locks, with booms, piers, abutments, break-waters, and other erections to protect the same—to build upon the shore or bank of said river any canal or canals to connect the navigable parts of said river or (in case it should be deemed the preferable mode of improvement) any rail road for the like purpose.

SEC. 2. They are authorized to take and hold so much land along the bank and shore of said river, or in the bed thereof as may be necessary for the location, construction and repair of their aforesaid improvements, and to take and use the gravel, stone and earth upon the land so taken—and the damages for the real estate so taken when not agreed upon by the parties, shall be ascertained and determined by the county commissioners of Penobscot county, under the same limitation and restrictions as are by law provided in case of damages by laying out highways and the damage for flowage created by any dam erected for the above specified purpose shall be ascertained and determined in the same manner as is provided in the one hundred and twenty-six chapter of the revised statutes for flowage created by mill-dams—provided that no claims for damages shall be sustained unless made and prosecuted within two years from the time of the alleged injury.

SEC. 3. The above grant is upon the condition that the said William Moor and Daniel Moor jun., their associates and assigns, shall, within seven years from the date hereof, improve the navigation of said river from Oldtown to Piscataquis Falls, and from Piscataquis Falls to the foot of the Five Island Rips, and shall build and run over said route a steamboat, and shall within said seven years build a canal and lock round said Falls, or a rail road to connect the route above with the route below said Falls.

SEC. 4. If said William Moor and Daniel Moor jun., their associates and assigns shall ~~before~~ the conditions of this grant as contained in the last preceding section the sole right of navigating said river by boats propelled by steam from said Oldtown as far up as they shall render the same navigable, is hereby granted to them for the term of twenty years from and after the completion of the improvement, as provided in the third section of this act : *Provided however*, That the said William Moor and Daniel Moor jun., their associates and assigns in the exercise of said right of navigation, or in the erection of works they may make to promote the same, shall not obstruct the running of any logs, rafts, or lumber down said river, which are usually driven or floated therein. *And provided also*, That all boats not propelled by steam which may

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be used for transportation on said river, shall be allowed to pass the locks and other improvement created in pursuance of this act, by paying reasonable rates of toll, which may be fixed by the legislature after said improvements are completed, as provided in section third.

SEC. 5. The said William Moor and Daniel Moor jun., their associates and assigns are hereby created a body corporate by the name of the Penobscot River Navigation Company, with the powers incident to corporations described and defined in the seventy-six chapter of the revised statutes and at common law, provided that they shall at any time during the continuance of the above grant, elect, by a vote of a majority in interest, and proceed to organize, under and according to the provisions of said chapter of the revised statutes.

(Approved July 30th, 1846.)

MAINE DISTRICT, ss:

At a CIRCUIT COURT OF THE UNITED STATES for the FIRST CIRCUIT begun and holden at Portland, within and for said District, on the twenty-third day of September, in the year of our Lord one thousand eight hundred and forty-eight.

Before the HON. LEVI WOODBURY, *Associate Justice of the Supreme Court*, and the HON. ASHUR WARE, *District Judge*.

NATHANIEL LORD of Bangor, in our said District and a citizen of the State of Maine, Plaintiff, against JOHN W. VEAZIE of Boston, in the Commonwealth of Massachusetts, and a citizen of said Commonwealth, now Comorant at Portland, Defendant, in a plea of Covenant Broken, for that said Veazie, at said Portland, on the first day of August last by his certain writing, sealed with his seal, and here in Court to be produced, of that date, in consideration of six thousand dollars to him in hand paid by the Plaintiff, did bargain, sell and deliver to the said Plaintiff, two hundred and fifty shares of the Capital Stock of the Bangor and Piscataquis Canal and Rail Road Company, a Corporation established by the laws of Maine, to have and to hold the same to the Plaintiff, his executors, administrators and assigns forever, with all the rights and privileges thereto belonging; and the said Defendant by said writing covenanted with the Plaintiff that he would warrant and defend the said shares and all property and privileges of said Corporation incident thereto, to him, his executors, administrators and assigns, and that said shares, property, and privileges are free and clear of all incumbrances, and that the Stockholders of said Company had the right to use the waters of Penobscot River, within the limits mentioned in their charter, for the purposes of navigation and transportation by steam or otherwise, as by the said writing more fully appears. And the Plaintiff, in fact, says, that the said Defendant, at the time of making and sealing the writing aforesaid, had no interest or property in said shares, property and privileges or any part thereof; and that said Company had not nor now have

any right to use the waters of said Penobscot River for the purposes of navigation or transportation by steam or otherwise, but that the exclusive right thereto had been before that time granted by an Act of the Legislature of the State of Maine, to other and different persons. And so the Defendant, though often requested, hath not kept his covenants aforesaid with the Plaintiff in this behalf made, and hath altogether denied and yet doth deny to perform them; to the damage of the Plaintiff, as he says, the sum of ten thousand dollars.

This action was entered at the present Term by Frederick Hobbs, Esquire, Attorney for the Plaintiff, at which Term the Defendant appears by George F. Shepley, Esquire, his Attorney. And now the said Veazie, craves oyer of the said writing mentioned in the Plaintiff's declaration, which is read to him in these words, viz: "Know all men by these Presents, that I John W. Veazie, of Boston, in the Commonwealth of Massachusetts, for and in consideration of six thousand dollars to me paid by Nathaniel Lord, of Bangor, in the State of Maine, do hereby bargain, sell and convey, to the said Lord, two hundred and fifty shares of the Capital Stock of the Bangor and Piscataquis Canal and Rail Road Company, a Corporation established by the laws of Maine; which shares are described in certificates of said Company, issued by them and numbered 6, 39, 58, 156, 157, 186, 226, 246 and 300. To have and to hold said shares with all the rights, privileges and appurtenances thereto belonging, to him said Lord, his executors, administrators and assigns, forever. And I do hereby covenant and agree to and with the said Lord, that I will warrant and defend the said shares and all property and privileges of said Corporation incident thereto, to the said Lord, his executors, administrators and assigns; and that the said shares, property and privileges are free and clear of all incumbrances; and I further covenant with said Lord, that the Stockholders of said Company have the right to use the waters of the Penobscot River within the limits mentioned in their charter, for the purposes of navigation and transportation by steam or otherwise. In witness whereof I have hereunto set my hand and seal this first day of August, A. D. 1848."

And now the said Veazie, comes and defends &c., when &c., where &c., and for plea says, that the Plaintiff his action aforesaid ought not to have and maintain against him, because he says that always after the sealing and making of the writing aforesaid, to the day of the commencement of this action, he hath fulfilled, performed and kept all and singular the covenants, grants, agreements and contracts, on the part of him the said Veazie to be fulfilled, performed and kept, according to the form and effect of said writing. And of this he puts himself on the Country.

By his Attorney, G. F. SHEPLEY.

And the Plaintiff doth the Like,

By his Attorney, FREDERICK HOBBS.

And thereupon at the adjournment of said Term, to wit, on the

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twenty-third day of October then next ensuing, the Counsel for the parties agree upon the facts in the case, and submit the same to the decision of the Court upon the law, and that judgment be entered accordingly. All which being seen and by the Court understood. It is therefore considered by the Court here, *pro forma*, on the thirtieth day of said October, it being an adjournment of said Term from said twenty-third day of October, that the Plaintiff take nothing by his writ and declaration, but that the Defendant recover against the Plaintiff his costs of suit taxed at fourteen dollars and fifty-five cents.

Recorded from the original papers and minutes.

Attest, GEO. F. EMERY, *Clerk.*

A true copy as of record,

Attest, GEO. F. EMERY, *Clerk.*

UNITED STATES OF AMERICA.

CIRCUIT COURT OF THE UNITED STATES,
For the First Circuit, Maine District, ss.
September Term, 1848.

NATHANIEL LORD, VS. JOHN W. VEAZIE.

Be it remembered, that the aforesaid Lord, having on the second day of September, in the year of our Lord one thousand eight hundred and forty eight, brought his action returnable to said Court to be holden on the twenty third day of September then present, wherein the said Lord demands damages against the said Veazie, for a breach of his covenants in his bill of sale of two hundred and fifty shares of the Capital Stock of the "Bangor and Piscataquis Canal & Rail Road Co.," dated Aug. 1, 1848 as in his writ and declaration he hath set forth, to which the said Veazie having prayed Oyer hath pleaded the general issue, which hath been joined by the said Lord.

And the said parties having agreed in writing upon a statement of facts signed by their respective Counsel, and having submitted the same to the decision of said Circuit Court upon said written statement, the Judge who tried the cause, held, that upon said agreed statement of facts, the said Defendant had not, in his opinion, broken any of his covenants in said pleadings and statement mentioned, but that the same were well and truly kept; and ordered the Plaintiff to become nonsuit, and judgment for the Defendant which was rendered accordingly.

To which opinion the said Lord, by his Counsel, did then and there, in his behalf, except, and insisted that said Covenants were severally broken and not kept by said Defendant.

And inasmuch as the said several matters in said agreed statement set forth and the papers thereunto annexed and referred to by the parties respectively and by their Counsel insisted upon do not appear of record, in the judgment aforesaid the said Counsel for the Plaintiff did then and there propose his aforesaid exceptions to the opinion of said Justice, and requested said Justice to